

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 48	PAGES
2. CONTRACT NO.	3. SOLICITATION NO. R-ATL-01651		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/16/2001	6. REQUISITION/PURCHASE NO R-2001-4AH-00193	
7. ISSUED BY: U.S. Dept of HUD, Atlanta Contracting Operations 40 Marietta St., NW, 15 th Floor, Atlanta, GA 30303			8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 3 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 Above until 3:30 PM local time 04/18/2001
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Margaret Hill	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 404-331-5001, ext. 2180
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11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	25-28
X	B	SUPPLIES OR SERVICES AND PRICES/COST	3-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS/WORK STATEMENT	5-15	X	J	LIST OF ATTACHMENTS	29
X	D	PACKAGING AND MARKING	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	30-39
X	F	DELIVERIES OR PERFORMANCE	18-19	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	40-46
X	G	CONTRACT ADMINISTRATION DATA	20-21	X	M	EVALUATION FACTORS FOR AWARD	47-48
X	H	SPECIAL CONTRACT REQUIREMENTS	22-24				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10	CALENDAR DAYS	%	20	CALENDAR DAYS	%	30	CALENDAR DAYS	%	CALENDAR DAYS	%
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE		AMENDMENT NO.		DATE				
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)							
15B. TELEPHONE NO. (Include area code)	<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE			18. OFFER DATE			

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C.2304 (c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27 UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28 AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

ACCOUNTING AND APPROPRIATION DATA

(THIS PAGE TO BE COMPLETED UPON AWARD)

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 CONTRACT DEFINITION--REQUIREMENTS (NOV 1997)

This is a Requirements contract as defined at Subpart 16.503 of the Federal Acquisition Regulation (FAR) and in Section I, clause FAR 52.216-21, Requirements. Services or supplies provided by the contractor under this contract shall be secured by the issuance of delivery orders (for supplies) or task orders (for services). Orders shall be placed in accordance with the following clauses: FAR 52.216-18, Ordering; FAR 52.216-19, Order Limitations; and either ☐ Delivery Ordering Procedures, or ☒ Task Ordering Procedures.

B.2 ESTIMATED QUANTITIES (REQUIREMENTS CONTRACTS) (NOV 1997)

The estimated quantity or amount of supplies or services the Government may order during the ordering period of this contract is as follows:

State of Alabama 1000 closings per year

The maximum quantity or amount of supplies or services the Government estimates it may order during the ordering period of this contract is as follows:

State of Alabama 1330 closings per year

NOTE: Far 52.216-21(a) provides that the above quantities or amounts are estimates only. If the Government's requirements do not result in orders in the quantities or amounts described as "estimated" or "maximum" that fact shall not constitute the basis for an equitable price adjustment. See Section I FAR 52.216-21, Requirements

B.3 SCOPE OF CONTRACT

This is a contract for closing services for real estate sales for 1-4 unit single family properties for areas within the State of Alabama under the jurisdiction of the HUD Atlanta Homeownership Center, Real Estate Owned Branch located in Atlanta.

B.4 PRICES

As total compensation for all services performed in accordance with task orders issued hereunder and with the Statement of Work (Section C), the Contractor shall be paid as follows:

(a) For closings conducted by the contractor, the fixed unit prices per sale closed will be paid as follow:

State of Alabama

Base Yr.	Option 1	Option 2	Option 3	Option 4
\$_____	\$_____	\$_____	\$_____	\$_____

B.5 THIRD PARTY CLOSINGS

For third party closings at which the contractor represents HUD, the contractor shall be paid fifty percent (50%) of the fixed unit prices per closing set forth in B.4 above.

B.6 ABORTED CLOSINGS

Should a sale not close, despite good faith efforts by the Contractor, the Contractor shall be paid twenty-five percent (25%) of the fixed unit prices per closing set forth in B.4 above.

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.7 INTEREST INCOME

In no case shall the contractor be authorized to earn any interest income (such as escrow account interest float income) as a result of services provided under this contract.

B.8 ADDITIONAL FEES

The price in the Price Schedule is inclusive of all services and preparation of documents required by any party to the closing, including any loan documents required by any lender. The contractor may not collect from any party, any fees for services or documents required hereunder and associated with closings conducted under the contract above and beyond the unit prices set forth in the Price Schedule above. The contractor shall not add any fee to any customary closing cost paid by HUD or the buyer. The only exceptions to the above are if the purchaser or purchaser's lender demands additional services, such as title examinations and/or insurance outside the contract duties, and such services are performed by the contractor, the contractor must look outside of this contract for payment for those services or documents.

B.9 SERVICE AREA

This contractor shall provide real estate property sales closing services for the entire State of Alabama.

B.10 ALLOWABLE CLOSING EXPENSES

The contractor shall pay only those costs determined to be reasonable and customary for the local real estate market area. The expenditures listed below, as herein qualified, shall be paid at the time of closing by the contractor from HUD's sales proceeds. (See Section G) Closing Agents shall maintain documentation of actual expenses for each expenditure in the property case file. (receipts, invoices, canceled checks, etc.) All applicable payments will be reflected on the HUD-1 Settlement Statement. In the event that sales proceeds are insufficient to pay all allowable expenses, the contractor shall advance payment for any excess expenses and request reimbursement from HUD.

1. Closing/Financing Costs - Pay actual closing/financing costs, not to exceed the amount specified in Item 5 of the Sales Contract (HUD-9548).
2. Real Estate Broker's Commission - Pay the amount shown in Item 6 of the sales contract (HUD-9548).
3. Wire Transfer Fee - Charge the actual cost for the wire transfer of sales proceeds to HUD; include it with settlement charges to the seller on line 502 of the Settlement Statement (HUD-1) and deduct the cost from the net proceeds due HUD.
4. Unpaid Real Estate Taxes, Liens, and Association Fees - Identify in advance of the scheduled closing any amounts related to these items which are due and/or in need of proration. Upon approval by the Government Technical Representative (GTR)/Government Technical Monitor (GTM), pay or prorate these amounts.
5. Recording Fees - Unless the purchaser has requested HUD to pay recording fees (Item 5 of the HUD-9548) and HUD has agreed to pay, the contractor shall collect from the purchaser the actual cost for recording fees. (See item 1 above) Closing Agents shall provide recording receipts showing amounts charged are actual expenses after filing is complete. Any discrepancy shall be refunded to HUD or purchaser immediately upon discovery of the error.

PART I - SCHEDULE
SECTION C -DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 DEFINITION

"CLOSING" or "SALES CLOSING" means the execution of all documents necessary to close the transaction. This includes the investigation made on behalf of HUD to determine proper execution, acknowledgment, and delivery of all conveyances, mortgage papers, and other title instruments which may be necessary to the consummation of the sales transaction and includes, but is not limited to, any proration of costs between the purchaser and HUD, the passing of consideration, the proper disbursement of all proceeds, and all necessary papers being properly filed of record. Closing papers may be couriered or overnight mailed for buyer's signatures at the purchaser's expense under special circumstances with the written permission of the GTR/GTM or designee. Where financing is involved, written approval from the lender must also be obtained. Documents signed by purchaser outside of the closing agent office must be notarized.

"CONTRACT" means a mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them.

"CONTRACTING OFFICER" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

"DAY" means a calendar day, unless otherwise specified.

"FHA" means Federal Housing Administration.

"GTM" means Government Technical Monitor.

"GTR" means Government Technical Representative.

"HUD" means U.S. Department of Housing and Urban Development. The terms, "Department of Housing and Urban Development", "HUD" and "Government", shall be synonymous and may be used interchangeably in this contract.

"KEY PERSONNEL" for this contract are defined as the office manager, alternate office manager, person who performs the closings, and any person(s) responsible to perform and oversee document preparation. Additionally, the person responsible for the contract and anyone who may make decisions on his/her behalf (i.e. President, Legal Assistant, etc.) should be considered as key personnel.

"M&M" means the Management and Marketing Contractor. The terms, "M&M" and "designee", shall be synonymous and may be used interchangeably in this contract.

"OFFICE" means a place of business, located within the boundaries of the geographical area covered in the contract. Within this place of business, at least one employee, who is a covered employee on the national surety bond, must be available throughout the business day to carry out the functions of the office.

"TASK ORDER" means an order for services placed against an established contract or with government sources.

C.2 DESCRIPTION

This is a contract to provide sales closing services for single family (1-4 units) properties owned by HUD, and located within the service area described in Section B. In accordance with the terms of this contract, the Contractor is required to close any sale transaction assigned by HUD/M&M Contractor. All closings shall be conducted by the Contractor or the Contractor's Key personnel in person with the purchaser or the purchaser's authorized representative. Closings MAY NOT be conducted by mail, fax, telephone or any other means.

The primary objectives of this contract are to ensure that:

- (a) The sale of all properties assigned to the contract close within the time stipulated by the HUD-9548. The maximum time allowed for sales closing is 60 calendar days from the date of execution of the HUD-9548 by HUD, or other time frame as may be stipulated by the HUD-9548, whichever is less;
- (b) Lenders shall "table fund" all closings so that the funds are available at the time of closing. Closing Agents shall not schedule or hold a closing unless the closing can be "table funded" by the lender;
- (c) Prompt and accurate payment of all closing charges are made;
- (d) The net proceeds of each sale are wire transferred to HUD's account with the U.S. Treasury without delay. The closing Agent is to initiate action on the day of closing or no later than the next banking day;
- (e) The complete and accurate closing package is submitted to the M&M within three (3) business days of closing; and
- (f) HUD does not require a title policy to close HUD properties. The purchase of a title policy is strictly at the purchaser's discretion. The option to purchase and choice of Title Company used shall be left to the purchaser, the broker/agent or lender. No referral fees shall be collected by contractor from any title company as a result of ordering title policies or commitments for HUD-owned property.

C.3 SPECIFICATION/STATEMENT OF WORK**(a) Work Assignment:**

For each closing action required, the M&M shall provide a closing package to the contractor consisting of the following items:

- (1) HUD Form 9548, Sales Contract, with any addendum;
- (2) Title evidence;
- (3) SAMS Form 1103, Wire Transfer Transmittal;
- (4) Documentation regarding rents due to HUD when purchaser is HUD's tenant;
- (5) Bulk Sales Listing (if applicable).

(b) Contract Duties:

The contractor shall maintain a fully staffed and equipped office within the boundaries specified in Section B. The office shall be open to conduct business during the standard operating hours of 8:00 a.m. to 4:30 p.m., local time, Monday through Friday, with the exception of recognized Federal holidays. Office location and set-up will be subject to HUD approval during the entire term of the contract. The contractor shall provide an office manager who shall be responsible for performance of work. The name of this person and an alternate who can act in the absence of the manager shall be designated as key personnel. The manager shall have full authority to act for the contractor on all contract matters related to daily operations of this contract and shall be available during normal working hours to meet with the M&M staff to discuss problems or other issues.

The Contractor shall furnish the necessary services, personnel, material, equipment, and facilities to complete all of the following services:

- (1) Establish individual property files and maintain in numerical sequence by FHA case number as stated on sales contract. Include the purchaser's name and address.
- (2) Coordinate with purchaser, broker, and if appropriate, mortgagee, to establish a firm closing date on or before that date specified in Item 9 of the Sales Contract. The closing site shall be located within the geographic boundaries of the contract, in a mutually agreed upon site which does not require buyers to travel in excess of 100 miles (one way). In cases of Third Party closings, contractor will be required to travel to the location.
- (3) Contractor shall perform a full title search to ensure that HUD conveys clear and marketable title to purchasers. Such searches shall cover the period from the date of the recording of the deed of foreclosure to HUD until the date of the scheduled date of closing. (Note: HUD does not require a title policy; only a search) Contractor shall review the search and title examination, including the land, judgment, tax records, and any other records which may contain information which affects the title or may reflect a lien, encumbrances or defect on the title. In the event that the search results in any information which affects the title, the Contractor will notify the M&M Contractor and await instructions as to what, if any steps, are to be taken to resolve the title problem.

The Contractor shall work in conjunction with the M&M Contractor to resolve any problems such as defects, liens or encumbrances on the title, prior to closing, to ensure clear and marketable title.

The Contractor shall review tax records with the appropriate County Treasures office in order to see if HUD is due any refunds of overpayments. If a refund of overpayment is due HUD, contractor shall furnish all necessary information to the GTR that will facilitate HUD receiving this refund.

(4) The Contractor shall provide daily courier service for the delivery of complete closing packages no later than the third business day after the date of closing to the office of the Management & Marketing Services Contractor at the following address:

BestAssets-CitiWest JV
3420 Norman Berry Drive, Suite 600
Atlanta, GA 30054
Telephone: (404) 768-1400 FAX: (404) 768-4010

The Contractor may elect the use of an express mail service which guarantees delivery on the date requested as a "courier" service, but any late deliveries resulting from the use of such services are at the risk of the Contractor who shall be subject to liquidated damages for any late deliveries.

A complete closing package must include ALL of the following:

- (i) The original HUD-1 plus one copy;
- (ii) A copy of the Tax Certificate, Contractor's certification, or other documentation sufficient to show that taxes have been paid;
- (iii) A copy of the dated Wire Transfer confirmation;
- (iv) A copy of the Special Warranty Deed; and
- (v) The Contractor's certification that all payments and deductions from the closing (including the Contractor's fee) have been paid from the funds deposited in the account containing the closing proceeds, and a statement that all actions have occurred on time and no liquidated damages should be assessed or an estimation by the Contractor of liquidated damages the Contracting Officer would normally assess based on the formulas reflected herein and the number of days the submission is delinquent. The statement should also include any potential mitigating factors why the Contracting Officer should not assess the damages. The GTR/GTM will review and forward to the Contracting Officer for the final determination to assess liquidated damages.

NOTE: The closing package shall include only one (1) signature page for the HUD-1 unless lender is requiring original signatures for the settlement package.

(5) HUD holds the Contractor responsible for accurate preparation of deeds. Contractor shall prepare the Special Warranty Deed and forward it to the M&M Contractor for review and signature as soon as possible after receipt of closing package, via courier service. Contractor shall notify the M&M when a firm closing date is established, and request the executed deed.

The date inserted by the Contractor at closing should coincide with the Deed of Trust date. Special Warranty Deeds shall be canceled and returned to the M&M Contractor immediately if closing does not take place within seven (7) calendar days of execution of the Special Warranty Deed.
Insert this statement on the Deed:

THIS DEED IS NOT TO BE IN EFFECT UNTIL:_____

(6) Verify that all rental monies due HUD have been paid outside of settlement if the purchaser is HUD's tenant. If any due amounts have not been paid, ensure such payment is made prior to title transfer.

(7) Explain in full all closing papers and documents to purchaser.

(8) Contractor shall administer all requests from brokers for extensions of sales closing deadlines. Requests must be submitted in writing, on the appropriate form, and must be accompanied by the full non-refundable fee (either cashier's or certified check or money order) in accordance with the fee schedule established by the M&M Contractor for the jurisdiction. Upon receipt of an extension request accompanied by the appropriate fee:

Note: The M&M has authority to approve the first extension. All subsequent extensions must be approved by HUD, through the M&M.

(i) The Contractor shall forward a copy of the request (not the check/money order) to the M&M contractor for approval/denial, via facsimile, within twenty-four (24) hours of receipt.

(ii) The M&M Contractor should approve or deny the request in accordance with HUD's regulations by completing Part II of the request form and returning the request, via facsimile, to the Contractor, within twenty-four (24) hours.

(iii) If approved, the Contractor shall immediately advise the sales broker accordingly and deposit the certified check/money order to the Contractor's escrow account until closing.

(iv) If denied, the Contractor shall return the extension request and fee to the broker within twenty-four (24) hours of denial, with instructions that the sale must close on or before the date reflected on the Sales Contract.

(v) At closing, purchaser is to be credited with any unused portion of the fee, computed on a daily basis, if applicable.

(vi) Include the full amount of any extension fees collected on lines 104 and 404 of the HUD-1. If the purchaser is with any portion of the extension fee, include the credited amount on lines 206 and 506 of the HUD-1.

(vii) The Contractor shall ensure that the appropriate commissions for the Selling Broker (Line 6a. Of the Sales Contract) and the Broad Listing Broker (Line 6b. of the Sales Contract) are accurately recorded as a Seller's expense on the HUD-1.

NOTE: Under no circumstances is an extension beyond the established closing deadline to be granted without the M&M Contractor's approval. If a case is not closed by the scheduled date and not extended by the M&M Contractor, the closing papers are to be returned to the M&M Contractor within the time stated by the M&M Contractor, together with a statement describing the actions taken to close the sale.

(9) At closing:

- (i) Complete and execute the HUD-1 in the block indicated for closing agent. Since accurate completion of the HUD-1 is essential to timely processing, the contractor shall use an automated closing process software package available commercially or develop such a package so as to substantially reduce errors. This package should help to eliminate excessive errors by closing agent and assist the M&M in its review of the HUD-1.
- (ii) Unless payable by HUD (see B.10, item 5), collect recording fees from purchaser and record the deed. **Under no circumstances shall the recording of the deed be left to the purchaser.**
- (iii) Accept only cash, a certified or cashier's check or money order, made payable to HUD.
- (iv) Record the wire transfer fee in Section L, Additional Charges, of the HUD-1. Include this same fee on Line 502 of the HUD-1.
- (v) Provide tax certificate or sufficient documentation to show taxes have been paid. This documentation is to be submitted with the closing package; and
- (vi) From HUD's sales proceeds, pay any allowable expenses identified in Section B which are due and payable at the time of closing. Unpaid property taxes shall be prorated to the date of closing. If HUD has prepaid taxes, collect appropriate amount from purchaser. If HUD owes money for its prorated portion of the taxes, credit purchaser with appropriate amount.
- (vii) The Contractor shall ensure that the appropriate commissions for the Selling Broker (Line 6a. of the Sales Contract) and the Broad Listing Broker (Line 6b. of the Sales Contract) are accurately recorded as a seller's expense on the HUD-1

(10) After closing:

- (i) On the day of closing or the next banking day NOT LATER THAN (NLT) 2:00 PM, deposit the sales proceeds and using the SAMS 1103, Wire Transfer Transmittal, initiate the request for the wire transfer of the proceeds due HUD via FEDWIRE in accordance with instructions provided by U.S. Treasury and are presently being used by the private sector banking community in effecting wire transfers of funds within the Federal Reserve System.
- (ii) Obtain the bank's dated confirmation of the wire transfer and verify that the correct amount of sales proceeds as shown on the HUD-1, Settlement Statement, was wire transferred via FEDWIRE to HUD using the correct case. If funds are transferred by means other than FEDWIRE, due to electrical malfunction, the Closing Agent shall obtain typed verification with bank teller date stamp and initials.
- (iii) For Bulk Sales, complete the Bulk Sales Listing provided by the GTR/GTM, M&M or designee and forward or fax a showing the FHA case number and section of the Act Code, property address, and net sales proceeds for each property included in the sales to HUD, Attn.: Real Property Branch, P.O. Box 44813, Washington, DC 20410-4813, immediately following closing. A copy of this listing shall also be forwarded to the M&M with the closing documents. The listing shall be faxed to the Chief, Real Property Room 6240, (202) 708-4029; Facsimile number is (202) 619-8235.

(iv) On the day of closing or the next working day, file the deed for record and provide the following entities with written certification of the filing:

1. M&M;
2. Selling Broker (unless present at closing);
3. Broad Listing Broker (unless present at closing);
4. Taxing Authorities, and
- 5 Homeowners Association (if applicable)

(v) Provide the M&M or designee with copies of recording receipts and tax payment receipts upon receipt of originals from the applicable taxing or recording entities. (Maintain a copy in the closing file)

(vi) On the day of closing if possible, or no later than within 24 hours of closing, notify the M&M by e-mail that the sale has closed.

(11) Deliver the closing package, as described in Section C.3(b)(4), to the M&M or designee no later than **three (3)** business days after closing. Upon demand by the Contracting Officer, submit a check within ten (10) calendar days of receipt of assessment of liquidated damages in the amount of the damages assessed. (See Section F of this contract)

(12) Explain and correct any errors or adjustments to the settlement statement as requested by the GTR, M&M, or the purchaser arising after settlement within two (2) business days of notification by the GTR/GTM or designee. Collect from or refund to purchaser any amounts due as a result of needed adjustment or corrections to HUD-1.

(13) The Closing Agent shall track all pending deadlines for closings and issue reminder letters to the purchaser/purchaser's agent.

Contractor shall send letters to:

(i) Purchaser and broker fifteen (15) calendar days prior to sales contract closing deadline if a firm closing date has not been established, with a copy to the M&M Contractor.

(ii) Purchaser and broker within one (1) business day advising that the closing deadline has passed and that the broker should contact the M&M Contractor for additional instructions, with a copy to the M&M Contractor.

(iii) For any closing that does not take place within the time frame stipulated by the Sales Contract, and for which no extension request was submitted, the Contractor shall return the Sales Contract to the M&M Contractor on the first business day after the Sales Contract deadline date.

(14) Provide a weekly report of all cases assigned to the M&M Contractor and the GTR, divided into three categories:

- (i) cases whose closing dates have not yet arrived;
- (ii) cases which have failed to close by the deadline; and
- (iii) cases closed during the reporting week.

The report must include FHA Case Number, property address, date assigned and closing date. For cases falling under category (2), include detailed information on the current status for each case. For cases falling under category (3), include the date of the scheduled closing, the actual closing date, the date proceeds were deposited, the date proceeds were wire transferred and the date the complete closing package was delivered to the M&M Contractor.

The report shall be delivered to the M&M Contractor, with a copy to the GTR, by noon of the first business day of each week. Submission of the weekly report may be done via facsimile.

(15) Earnest money is to be wired to U.S. Treasury along with other sales proceeds. If canceled the M&M will inform contractor of the disposition of the earnest money.

(16) Maintain the complete record of each closing, keeping all information confidential as directed by the GTR/GTM or designee. Retain all pertinent records throughout the life of the contract. At expiration of contract, provide all such records to the GTR/GTM or designee immediately. Minimum records to be maintained include:

- (i) Bank statements and proof of deposit for the special bank account;
- (ii) Proof of wire transfers of proceeds;
- (iii) Canceled checks for disbursements, containing the property address and notation of types of expenses;
- (iv) Log of all payments, recorded separately, received from HUD, showing FHA case number, date, amount, purpose, and whether payment was made at or outside of closing;
- (v) Copies of all receipts for actual cost reimbursements; and
- (vi) Copies of each document related to each closing performed.

(17) Upon request by the M&M, provide a copy of the monthly bank statement no later than ten (10) business days following statement ending date and a letter affirming the statement has been reconciled as required in Section H, Escrow Account, of this contract. The letter shall also include the number and amount of each check which has been outstanding for longer than 60 calendar days and the efforts put forth by the contractor to clear these checks.

(18) Title documents:

- (i) Store title documents (e.g. title policy, deed, etc.) that are the property of HUD in a secure cabinet furnished by the Contractor; file any additional documents; extract the title document that reflect properties sold and provide to purchaser; and maintain supervision and custody of these records.
- (ii) Complete title document files must be returned immediately to the GTR/GTM or designee upon request and/or contract termination or completion.

(19) Maintain a supply of the following forms:

- (i) Deed;
- (ii) HUD-1; and
- (iii) SAMS-1103

(20) At any time the contractor has reason to suspect that the mortgagor, purchasing as owner occupant, does not intend to occupy the mortgaged dwelling as a principal residence, or that a transaction involves any other abuse of the Department's programs, the Contractor shall notify the GTR and the M&M, setting forth the basis for the contractor's belief and attaching any documents that support the Contractor's belief.

(21) The Contractor (or a bonded agent) shall physically represent HUD at closings being conducted by a third party. For each such closing the contractor's responsibilities are as follows:

- (i) Forward letter to third party closer outlining HUD's requirements and time frames.
- (ii) Perform title search on HUD's behalf (see C.3(b)(3).
- (iii) Prepare deed and forward for signature (see C.3(b)(5).
- (iv) Ensure that the HUD-1 is accurate.
- (v) Upon receipt of the sales proceeds for the third party, deposit funds into HUD's escrow account and initiate the request for wire transfer of the proceeds (see C.3(b)(10)(I) and (ii).
- (vi) Ensure that the deed is filed for recordation. Obtain recording information/receipt from the third party for submission with the complete closing package, OR within 24 hours of receipt from third party.
- (vii) Forward the completed sales closing package to the M&M Contractor, via courier, no later than the third business day after the date of closing.
- (viii) Ensure that any problems encountered with the third party closing are clearly addressed in the Contractor's Certification (see C.3(b)(4)(v).

(22) Respond to any inquiries or requests from brokers, purchasers, GTR/GTM, or the M&M Contractor within twenty-four (24) hours and close each sale within three (3) days of receipt of closing request (unless a later date is requested by the broker or purchaser and the contract has not or will not expire).

(23) Second Mortgage and Second Lien Mortgage Note Requirements Under the Officer Next Door (OND) and Teacher Next Door (TND) Direct Sale Programs

- (a) The requirements outlined in HUD Notice H 99-30 regarding the preparation and recordation of a Second Mortgage and a Second Lien Mortgage Note are hereby incorporated by reference.
- (b) Assignment: Upon assignment of a closing of a direct sale under the OND/TND program, the Contractor will receive from HUD's Designee, in addition to basic closing documents, the following document(s):
 - (i) For direct sales to an officer or teacher, a completed HUD-9548-A, "Law Enforcement Officer/Teacher Certification" (Exhibit D of HUD Notice H 99-30); or

- (ii) For direct sales to a governmental agency, pre-approved nonprofit organization or a school district, a completed HUD-9548-B, "Land Use Restriction Addendum" and a completed HUD-9548-C, "Assignment of Sales Contract" (Exhibits F and G of HUD Notice H 99-30).
- (c) Deed: When preparing the required deed, Contractor shall ensure that the appropriate "deed restriction" clause is included.
- (i) For direct sales to an officer or teacher, insert the following clause:
- "The purpose of the following covenant is to insure that the property conveyed herein is used for homeownership and is occupied as a primary residence by a *[insert "police officer" or "teacher" as appropriate]* in accordance with the objectives of the Grantor's *[insert "Officer Next Door" or "Teacher Next Door" as appropriate]* Sales Program. Grantee, a *[insert "police officer" or "teacher" as appropriate]* shall own and occupy, as a primary residence, the property conveyed herein. This covenant shall be subject and subordinate to any mortgage or deed of trust executed by Grantee to finance or refinance the acquisition of the property conveyed herein and shall be extinguished upon the foreclosure of such mortgage or the conveyance of the property by deed in lieu of foreclosure. The covenants and conditions contained in this paragraph shall terminate, shall be of no further effect, and shall not be enforceable on or after *[insert date of third year anniversary of closing]* or unless terminated earlier in writing by Grantor. The acceptance of this deed by the Grantee shall constitute an acceptance of the use restrictions described in this paragraph."
- (ii) Where a governmental agency, pre-approved nonprofit or school district purchases and closes the sale, the following clause must be provided for inclusion as a restriction in their deed to the purchaser:
- "The purpose of the following covenant is to insure that the property conveyed herein is used for home ownership and is occupied as a primary residence by a *[insert "police officer" or "teacher" as appropriate]* in accordance with the objectives of the U.S. Department of Housing and Urban Development's (HUD's) *[insert "Officer Next Door" or "Teacher Next Door" as appropriate]* Sales Program. Grantee, a *[insert "police officer" or "teacher" as appropriate]* shall own and occupy, as a primary residence, the property conveyed herein. This covenant shall be subject and subordinate to any mortgage or deed of trust executed by Grantee to finance or refinance the acquisition of the property conveyed herein and shall be extinguished upon the foreclosure of such mortgage or the conveyance of the property by deed in lieu of foreclosure. The covenants and conditions contained in this paragraph shall terminate, shall be of no further effect, and shall not be enforceable on or after *[insert date of third year anniversary of closing]* or unless terminated earlier in writing by HUD. The acceptance of this deed by the Grantee shall constitute an acceptance of the use restrictions described in this paragraph."
- (d) Second Mortgage and Second Lien Mortgage Note: Contractor shall prepare the necessary Second Mortgage and Second Lien Mortgage Note using the sample formats provided in HUD Notice H 99-30 at Exhibit E.

NOTE: The sample Second Mortgage format requires a one time state adaptation in accordance with the instructions contained in Appendix III of HUD Handbook 4165.1, REV-1, CHG-3.

In the space provided under paragraph 3. of the Second Lien Mortgage Note regarding an address for payments, the following shall be inserted:

**U.S. Dept. of Housing & Urban Development
National Servicing and Loss Mitigation Center
500 W. Main Street, Suite 400
Oklahoma City, OK 73102**

- (e) At closing: Contractor shall provide purchaser(s) with the required Fact Sheet (Exhibit I for OND and Exhibit J for TND of HUD Notice H 99-30). In addition, Contractor shall obtain written acknowledgment of receipt by the purchaser(s) of the required Fact Sheet by inserting an acknowledgment of receipt signature line, including the date, at the bottom of page 2 of the Fact Sheet for this purpose.
- (f) Recording Fees: The recording fees for the Second Mortgage and Second Lien Mortgage Note are to be charged to the buyer on the HUD-1, unless the buyer has requested that these fees be included as closing expenses charged to the seller under line 5 of the Sales Contract, if any.
- (g) Recordation: **On the day of closing or the next business day**, Contractor shall file the Second Mortgage and the Second Lien Mortgage Note for record and provide HUD's Designee with a copy of the recordation receipt as part of the closing package.
- (h) Original Documents: Upon receipt of the recorded Second Mortgage and the Second Lien Mortgage Note, Contractor shall forward the original documents to HUD's Designee **on the date of receipt or the next business day**.

SECTION D - PACKAGING AND MARKING**D.1 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)**

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D.2 PAYMENT OF POSTAGE AND SHIPPING

All postage and shipping costs related to the submission of information (including reports and forms) required by this contract shall be paid by the contractor. The unit price per closing specified in the price schedule is inclusive of all postage, shipping, courier, and delivery charges.

D.3 MARKING

All information submitted to the Government under this contract shall be clearly marked with the contract number and case number.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an Internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
2452.246-70	INSPECTION AND ACCEPTANCE	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an Internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 HUDAR 2452.211-70 CONTRACT PERIOD (APR 1984)

The Contractor shall complete all work hereunder, including delivery of the final report, if required, within 12 months from the effective date of the contract.

F.3 ORDERING PERIOD

The Government may issue orders for the services to be provided under this contract for a period of 12 months from the effective date of the contract. **The contract will be effective from May 1, 2001 or date of award, whichever is later through one year from effective date.** This ordering period may be extended for four (4) additional 12-month optional periods. If any option(s) to extend the term of the contract are exercised, the ordering period shall be extended through the end date of the option(s) (see Section I, FAR Clause 52.217-9). The total duration of this contract may not exceed 66 months inclusive of all options.

F.4 OBSERVANCE OF HOLIDAYS

The U.S. Department of Housing and Urban Development observes the following days as holidays:

New Years Day, Martin Luther King Jr's National Holiday, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

**F.5 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH
AND DEVELOPMENT (SEPT 2000)**

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the rate specified below:

(i) Delivery of final sales closing packages (per day late) \$6.24.

NOTE: Assessment of liquidated damages on item (i) start on the third (3rd) day of non-receipt by the M&M.

(ii) Compliance with wire transfer procedures. (per day late):

Wire Transfer Amount X .06 X number of calendar days late / 360 =

SECTION F - DELIVERIES OR PERFORMANCE

- (iii) The percentage rate cited is subject to annual adjustment based on the U.S. Department of Treasury Cash Management Regulations (I TFM 6-8000).
 - (iv) In the event that liquidated damages are assessed for specific closing case(s), the contractor shall submit its payment to the Government by attaching a check for the amount of such damages to the specific closing package(s) submitted to the M&M.
 - (v) If post closing claims are made for homeowner or condo association fees that should have been identified and paid at closing, liquidated damages of \$15.00 will be assessed. The GTR or M&M will notify the closing agent of the assessment and require submission of payment within 10 days of such notification.
- (b If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CONDUCT OF WORK (HUDAR 2452.237-73 APR 1984)**

- (a) The Government Technical Representative (GTR) for liaison with Contractor as to the conduct of work is Michelle Janifer the Government Technical Monitor (GTM) is Debbie Bonelli.
- (b) The contractor's work hereunder shall be carried out under the supervision of:

(to be completed by offeror/contractor)

- (c) The GTR shall provide directions on contract performance. Such direction must be within the contract scope of work and may not be of nature which: (1) Institutes additional work outside the scope of the contract; (2) Constitutes a change as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or, (5) changes any of the other express terms or conditions of the contract.

G.2 PAYMENTS AND VOUCHER SUBMISSION

- (a) Payment for all services shall be made at the time of the property sales closing from the sales proceeds; except that in cases where such sales proceeds are inadequate to fully pay the unit price per closing specified in Section B, Price Schedule, the Government agrees to pay the Contractor the difference. The Government also agrees to reimburse the Contractor for any allowable closing expenses paid by the Contractor due to insufficient sales proceeds.
- (b) The contractor shall prepare the Invoice Transmittal, SAMS-1106, signed in permanent ink. Invoices in (a) above shall be submitted in an original and one (1) copy with the SAMS-1106 as cover sheet, to the M&M at the following address:

BestAssets- CitiWest JV
3420 Norman Berry Drive, Suite 600
Atlanta, GA 30354
Telephone: (404) 768-1400 FAX: (404) 768-4010

The Contractor is also required to complete a Payee Name and Address (SAMS-1111), in order to input to the SAMS Payment System.

- (c) Where there are erasures or alterations to an invoice, evidence is required that the alteration was made with the knowledge of the payee. The payee must initial each alteration. Where that payee is a partnership or corporation, the signature (not initials) of the person altering or correcting the invoice and the person's official capacity with the partnership or corporation must be shown. The initials or signature of the payee must be written in permanent ink.
- (d) All payments will be made through SAMS.
- (e) Contractor Remittance Address. Payment shall be made to the contractor's address as specified on the cover of this contract, unless a separate address is specified.

The Contractor's name and complete mailing address must be the same as in Block 15 of the SF-33 unless otherwise approved by the Contracting Officer. The following information should be included:

- (i) Invoice date
- (ii) Contract Number (Block 2 of the SF-33)

SECTION G - CONTRACT ADMINISTRATION DATA**(Section G.2 Continued)**

- (iii) Description of services rendered, quantity, and unit price
- (iv) Name (where applicable), title, phone number, and mailing address of the person to be notified in event of a defective invoice.
- (v) The Contractor's tax identification number (TIN)

G.3 HUDAR 2452.237-70 KEY PERSONNEL (OCT 1997)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL

POSITION/TITLE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AS 1310 ADP VIRUS SECURITY

The contractor hereby agrees to make every reasonable effort to deliver ADP-related products to HUD as virus-free. For any hardware, software, or any product provided outright by diskette under this contract, the contractor shall provide the following certification concurrent with delivery of the product:

"The product hereby delivered has been scanned for known viruses using [name of virus- screening product, including version number, if any] and is free of known viruses at the time of submission".

The certification shall be made by an individual authorized to bind the contractor. The software tool and process must be capable of detecting all known viruses. The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract. This clause shall not subordinate the rights of the Government under any other clauses.

H.2 CRIMINAL LIABILITY

It is understood that disclosures of information relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order number 116523 that may come to the contractor or any person under the contractor's contract in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.

H.3 ADDITIONAL RESPONSIBILITIES

The contractor shall take proper health and safety precautions to protect workers, the public and the property of others. The contractor shall, without additional expense to the Government, obtain any necessary licenses, insurance, certifications and permits required in the performance of the contract and comply with any federal, state, county and municipal laws, codes and regulations applicable to the performance under this contract. The contractor shall ensure that these responsibilities apply to all subcontractors.

H.4 NONDISCRIMINATION IN SALES AND RENTALS

Neither the Contractor, nor any individual(s) authorized by the contractor to act on the contractor's behalf, shall decline to sell or rent any property assigned to the contractor under this contract to a prospective purchaser or tenant because of the prospective purchaser's or prospective tenant's race, color, creed, religion, sex, national origin, age, familial status or disability.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.5 ESCROW ACCOUNTS

The contractor shall establish a non-interest bearing escrow account for all proceeds, including earnest money deposits, loan proceeds, and purchaser's funds presented at closing, in the name of the contractor with the restriction "As Trustee for the U.S. Department of Housing and Urban Development." All distribution of funds for payment of expenses/ charges to HUD shall be made from this account. The account shall be separate from any and all other accounts the contractor may have. In the event the contractor has multiple contracts with HUD, the contractor shall ensure that a separate account is maintained for each contract area and shall not co-mingle funds within areas. The escrow account shall be established in a bank that gives credit for the deposit, and has the capacity to transmit all of the information contained in SAMS-1103, in the exact format shown. If, at any time, the contractor is unable to continue compliance with these requirements, the contractor shall immediately notify the GTR/GTM or designee and Contracting Officer. Such notification shall include proposed actions to achieve compliance.

H.6 RECORDKEEPING AND EXAMINATION OF RECORDS

The Contractor shall maintain such accounting records as are required by the Government and shall give specific answers to questions upon which information is desired from time to time relative to the operation of the contract. At a minimum, accounting records shall include a cash receipts and cash disbursements register dealing exclusively with the activity of this contract. This register shall be reconciled monthly to the bank account. The Government shall have the right to examine the books and other data of the Contractor regarding the contract, upon reasonable notice, at all times and places during this contract.

H.7 BONDING

The Contract will be covered by the National Bonding Contract with Reliance Insurance Company and United Pacific Insurance Company of the State of Pennsylvania as co-sureties. Contractor must sign this subrogation right form upon contract award.

H.8 LICENSE

The successful offeror shall have a valid license to perform closing services as required by the State and/or local laws of the geographic area of this solicitation. If a license is required, A copy of the offerors license must be included with the proposal as part of the technical requirements.

H.9 CONTROL OF RECORDS

The contractor shall maintain accurate and adequate control of records.

H.10 FORMS

The Government forms/formats necessary to accomplish work under this contract will be duplicated at the contractor's expense.

H.11 SAFEGUARDS

Contractor will provide strict safeguards for deeds of conveyance until they are placed on public record after sales closings.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.12 TITLE EXAMINATION FEES**

An attorney, acting as HUD sales closing agent, may not split or divide a title insurance premium in an amount keyed to the amount of the premium, but may charge a fee to the title company for legal services actually rendered for the title examination based on time and difficulty of the service performed.

H.13 CONFLICT OF INTEREST

The Contractor shall not be permitted to directly perform work on any case for which there may be a conflict of interest. A conflict of interest may arise if the Contractor performed work or was involved in the legal work related to the foreclosure action which resulted in HUD's acquisition of a property which may be assigned to the Contractor under this contract for either review of title evidence received by HUD upon its acquisition of the property or an examination of the title beginning with the date of HUD's acquisition. The fact that a conflict of interest may occur does not relieve the contractor from the responsibility of ensuring that the services requested are performed in accordance with the contract requirements; the Contractor shall have an acceptable method in place of identifying potential conflicts of interest and ensuring that the work they are precluded from accomplishing themselves is accomplished as required.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an Internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL 1996
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE CONCERNING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENT	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUND TRANSFER	MAY 1999
52.233-1	DISPUTES (ALTERNATE I - DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE (ALTERNATE I - APR 1994)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	DEC 1992
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	APR 1984
2452.222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES	JUL 1988

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award date through expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-- 1,330

(1) Any order for a single item in excess of [Not Applicable];

(2) Any order for a combination of items in excess of: 167

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months..

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/loadmain52.html>

HUD Acquisition Regulation (HUDAR) Clauses: <http://www.hud.gov/cts/ctshudar.html>

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

All applicable HUD publications and forms are available on the HUD Web Page at <http://www.hud.gov> then proceed with the following:

1. Select Handbooks/Forms
2. Select Forms and then you can either search by form number, key word or phrase.

- 1 HUD-9548, Sales Contract
- 2 HUD-1, Settlement Statement
- 3 HUD-1A, Settlement Statement Addendum
- 4 SAMS-1103, Wire Transfer Transmittal with instructions
- *5 Deed (Appropriate for the locality of the property)
- 6 SAMS-1106, Invoice Transmittal with completion instructions
- 7 SAMS-1100, Cash Transmittal
- ** 8 Release of Federal Tax Lien

Forms will be provided to awardee upon contract award.

* Deeds are specific to localities and must be obtained within that locality.

** Form must be obtained from the Internal Revenue Service.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an Internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FED 1999

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(Section K.2 Continued)

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****(Section K.3 Continued)**

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(Section K.4 Continued)

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐ within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance
(street address, city, state,
county, code)

Name and address of owner and
operator of the plant or facility
if other than offeror or respondent

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541191**.

(2) The small business size standard is **\$5.0 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(Section K.6 Continued)

(c) Definitions.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(Section K.6 Continued)

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 2000).

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000)

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work is or might be otherwise may be impaired.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.10 2452.226-70 CERT. OF STATUS AS A MINORITY BUSINESS ENTERPRISE (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

☐ Black Americans

☐ Hispanic Americans

☐ Native Americans

☐ Asian Pacific Americans

☐ Asian Indian Americans

K.11 AS 1902 SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES (NOV 1997)

In accordance with FAR 52.203-11, above:

☐ An SF-LLL, Disclosure of Lobbying Activities, is not required.

☐ An SF-LLL, Disclosure of Lobbying Activities, is required and has been submitted as an attachment to Section K.

<Offeror/Bidder check applicable statement>

K.12 AS 1909 DUNS NUMBER (NOV 1997)

The offeror shall supply its Dun and Bradstreet Universal Numbering System (DUNS) number applicable to its name and address. The number is to be inserted in the blank below. Offerors should take care to report the correct duns number and not a similar number assigned to the offeror in a different system. The DUNS number is a nine position all-numeric code assigned to a contractor by Dun and Bradstreet. It is distinct from the federal taxpayer identification (tin) number which is required in a different part of this section k.

Insert DUNS number here:

OFFEROR'S DUNS NUMBER

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.13 AS 1910 SIGNATURE BLOCK (NOV 1997)

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (FEB 2000)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and

(c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**(Section L.1 Continued)**

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**(Section L.1 Continued)**

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation. (2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**(Section L.1 Continued)**

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in post award debriefings to other Offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.2 HUDAR 2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

- (1) Award of the contract may result in an unfair competitive advantage; or
- (2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.3 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Requirements contract resulting from this solicitation.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer: **Mr. Michael L. Swan**

Hand-Carried and Mailing Address:

**U.S. Department of Housing and Urban Development
Atlanta Contracting Operations
Atlanta Operations Branch
Five Points Plaza
40 Marietta Street, NW, 15th Floor
Atlanta GA 30303-2806**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.6 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/loadmain52.html>

L.7 HUDAR 2452.215-70 PROPOSAL CONTENT (OCT 1999)

(a) Proposals shall be submitted in two parts as described in paragraphs (c) and (d) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

(b) Proposals shall be submitted in original and 3 copies of Part I and 3 copies of Part II.

(c) Part I - Technical and Management

(1) Prior experience. The offeror shall provide evidence of the offeror's (i.e., firm's or organization's) prior and current experience in performing the work and/or providing the deliverables required by the solicitation.

(2) Past performance. The offeror shall provide evidence of the offeror's past performance in accomplishing work - including meeting delivery dates and schedules - the same as, or substantially similar to, that required by the solicitation. The offeror shall provide references for performance relating to the requirements of the solicitation. This shall include name of company or individual, address, telephone number, and a brief description of the work and dates performed.

(3) Personnel qualifications. The offeror shall provide the names, position descriptions and information to support the qualifications - including relevant experience, specialized training and education - of all proposed key personnel (see the clause entitled "Key Personnel" in this solicitation for further definition). The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel.

(4) Management Capability. The offeror shall provide evidence of his/her organization's ability to manage the work required under the proposed contract. The offeror shall describe how the work will be organized, the proposed staffing and the responsibilities and existing commitments of proposed staff.

(5) Technical Capability. The offeror shall provide a detailed description of how he/she proposes to conduct the work required under the proposed contract.

(6) Mandatory Minimum Requirements. N/A

(d) Part II -- Business Proposal.

(1) The offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in this Part II.

(2) The offeror shall provide information to support the offeror's proposed costs or prices as prescribed elsewhere in this Section L.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.8 LIMITATIONS ON SIZE OF TECHNICAL PROPOSALS**

Technical proposals submitted as a result of this solicitation shall be limited to 50 pages, excluding any brochures, reorganization charts or other graphics, attachments or exhibits. The business proposal and associated certifications from Section K are automatically excluded from the above limitations. Any exclusions from the limitation other than the business proposal are listed below. If no exclusions are listed below, the above limitations apply to the respective technical proposal. For the purpose of this provision, a page consists of a single leaf of paper, 8 inches by 11 inches, printed single-sided on one side only. However, Offerors are encouraged to use recycled paper printed on both sides (see FAR 52.204-4 "PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER"). A single leaf of paper printed on both sides constitutes two pages for the purpose of this limitation. Although offerors are to choose their own font and type size, for the sake of this provision the font and size should be no less than Times New Roman and 12 picas respectively. If an offeror submits a proposal which exceeds the number of pages specified as the page limit in this provision, the pages exceeding the limit will not be evaluated and this may have a negative effect on the offeror's evaluation.

L.9 HISTORICAL INFORMATION ABOUT CONTRACT AREA

This section includes historical data intended to assist offerors in preparing their price and technical proposals. There is no guarantee that figures on past caseloads cited here are an accurate estimate of future workloads.

During the period October 1, 1999 through September 30, 2000, the following occurred (approximately):

State of Alabama**Area 1 (Southeast)**

Regular closings per year	180
Price per closing	\$220.00

Area 2 & 3 (West central & East Central)

Regular closings per year	427
Price per closing	\$150.00

Area 4 (Southwest)

Regular closings per year	222
Price per closing	\$300.00

Area 5 (Northern)

Regular closings per year	140
Price per closing	\$233.75

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 52.217-05 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Governments best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EVALUATION OF PAST PERFORMANCE

A. HUD will evaluate the past performance of all offerors. That evaluation will consider the performance of the offeror as a business entity (corporate performance) as well as the following information:

1. Proposed key personnel (see Section G, clause 2452.237-70);
2. Proposed subcontractors who will perform major or critical aspect of the resultant contract; and,
3. The offerors predecessor company(ies), if any.

B. For offerors who have no corporate history performing services the same as, or substantially similar to, those required by this solicitation, HUD will evaluate past performance information listed in (A)(1) through (3) above.

C. Offerors who have no past performance history information (including the information listed in (A) above), or whose past performance information is unavailable, will receive neither a favorable nor unfavorable evaluation for this factor.

M.3 SOURCE SELECTION PROCEDURES

HUD has determined to use the Conventional Source Selection method for this best value tradeoff analysis process. In accordance with FAR 15.306(b), HUD may have communications with offerors before establishing the competitive range. After establishing the competitive range, HUD may conduct exchanges of information (discussions/negotiations). After exchanges are completed, offerors in the competitive range will be requested to submit Proposal Revisions or Final Proposal Revisions (FPR). Upon submission and evaluation of the FPR, a selection decision will be made and a contract will be awarded.

M.4 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS (NOV 1997)

A. The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government (i.e., that which represents the best value to the Government), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed costs or price must be considered reasonable and must reflect the proposed technical approach.

B. The Government may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

C. The Government intends to conduct negotiations with responsible offerors whose proposals are determined to be within the competitive range, but reserves the right to make awards under this solicitation without discussion. Therefore, initial proposals should be submitted with the most favorable terms, from a price and a management and technical standpoint, which the offeror can submit to the Government.

SECTION M - EVALUATION FACTORS FOR AWARD**M.5 TECHNICAL PROPOSAL EVALUATION CRITERIA**

The following factors will be used by the Department to evaluate proposals. The offeror should carefully review the Factors for Award. In submitting a response to the Factors for Award, the offeror should provide a full, clear and complete response, carefully checking the Special Proposal Instructions given in Section L of this RFP. The Factors for Award are listed in descending order of importance.

A. Technical and Management Factors (150 points possible)

1. Demonstrated prior and current experience in real estate title reviews and sales closings:
 - (a) of single family properties (1-4 units) **(15 Points)**
 - (b) FHA properties **(15 Points)**
 - (c) in the Geographic area covered by this solicitation **(15 Points)**
2. Evidence of adequate office arrangements to carry out all duties within the time frames as specified and required by this solicitation.
 - (a) Adequately staffed, trained, and equipped office(s), or the ability to establish such **(15 Points)**
 - (b) Realistic plan to provide convenient service to HUD and its clients in the area to be served **(15 Points)**
3. Demonstrated ability to review title information of single family properties and resolve any title issues (e.g. past due taxes, water bills, encroachments, easements, probates and plats of survey.) **(15 Points)**
4. Extent to which the proposal demonstrates:
 - (a) A realistic plan to safeguard closing proceeds, ensure timely wire transfers, and forward closing packages in the manner prescribed in the solicitation. **(30 Points)**
 - (b) Sufficient internal controls to minimize the potential for misuse or theft of funds relating to the sale of HUD-owned properties. **(30 Points)**

B. Cost

The offerors proposed cost is the prices submitted in Section B.4 (Prices) to complete tasks outlined in the statement of work. For determination of total price, proposers price for the base period will be added to the price for each option year. The historical figures cited in Section L-11 (Historical Information) will be used to multiply the prices for each line item to arrive at a final figure for each offeror. Please submit only one (1) copy of your price and business proposal.